

Doubango Licensing Agreement v4.0

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This License Agreement is between you (“Customer”) and Doubango Telecom and governs your use of our softwares or any material. By purchasing, downloading, installing or reproducing the “Software”, you are consenting to be bound by this agreement.

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The terms "reproduce," "reproduction," "derivative works," and "distribution" have the same meaning here as under France copyright law.

“Software” is any material related to Doubango.

“Material” could be source code, installer, compiled binaries, documentation, or test results produced by us.

“Derivative Work” is a work based on or derived from Doubango.

“You” is any person or company that distributes a portion of this software.

“We” or “us” means Doubango copyright holders

2. Conditions and Limitations

A. This license is **per developer seat** and includes first year of support and maintenance.

1. The license is royalty-free.
2. The license validity period is lifetime.
3. Code update is allowed only if the “Customer” has a valid support and maintenance account.
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8. If Doubango Telecom is sold, acquired or merged the Customer is authorized to continue to use the Software under the same terms.
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- I.** Your rights under this license end automatically if you breach it in any way.

3. Confidentiality

Each of the Parties acknowledges that, in connection with this Agreement and its Purpose, it may obtain information which is of a confidential and proprietary nature ("Confidential Information").

The receiving Party shall at all times, both during the Term of this Agreement and for a period of at least two (2) years after its expiration or termination, keep in confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the Party disclosing Confidential Information ("Disclosing Party") under this Agreement.

The receiving Party, upon termination of this Agreement and upon the Disclosing Party's written request, will promptly return to the receiving Party all Confidential Information (including copies thereof) in the receiving Party's possession, custody or control.

The receiving Party shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement: (i) shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person and (ii) shall abide by the obligations set forth in this Agreement.

The obligations of confidentiality set forth herein shall not apply to information which (a) has entered the public domain, except where such entry is the result of breach of this Agreement by the receiving Party; (b) prior to disclosure hereunder was already rightfully in the receiving Party's possession; or (c) subsequent to disclosure hereunder is obtained

by the receiving Party on a non-confidential basis from a third party who has the right to disclose such information to the receiving Party. Receiving Party may disclose Confidential Information as required pursuant to a court order, provided that the receiving Party shall notify the disclosing Party of its receipt of such order prior to disclosure.

The receiving Party shall not disclose, advertise, or publish either the existence, the subject matter, any discussions relating to, or any of the terms and conditions, of this Agreement (or any summary of any of the foregoing) to any third party without the prior written consent of the Disclosing Party. Any press release, publication, advertisement or public disclosure regarding this Agreement is subject to both the prior review and the written approval of both Parties.

4. Third-parties libraries

The software contains third-parties libraries compatible with commercial and closed-source applications. It's up to the customer to comply with each third-party license.

The commercial version of the software contains:

Name	Version	License	Dependency
FFmpeg	GIT 1.2	LGPL	optional
iLBC	1.0	GIPS Public License	optional
libgsm	1.0-pl13	BSD	optional
libogg	1.1.4	BSD	optional
libsrt	1.4.2	BSD-based	optional
libtheora	1.1.1	BSD	optional
libvpx	1.1.0	BSD	optional
libvorbis	1.2.3	BSD	optional
libyuv	SVN r321	BSD-style	mandatory
Opencore-AMR	0.1.2	Apache license 2.0	optional
OpenSSL	0.9.8m	Apache-style license 2.0	optional
OpenH264	GIT v1.1	BSD	optional
Ragel output	6.7	Doubango License	mandatory
SimpleXML	2.3.4	Apache license 2.0	mandatory
Speex	1.2	Revisited BSD	mandatory
Swig output	SVN r12023	Doubango License	mandatory
WebRTC audio processing	SVN r2512	BSD	optional

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The complete list is available at <http://www.doubango.org/licensing.html>

Your contact information (Please print clearly):

Your name: Your company's name (if applicable): Mailing address: Telephone, Fax and Email: Your signature: Date:

To deliver these terms to us, scan and email, or fax a signed copy to us using the email address or fax number set out on the appropriate project website.